

**AGREEMENT
BETWEEN
[NORTH DAKOTA STATE UNIVERSITY]
AND
TEMPO SPORT SERVICES SIGLO XXI S.L.**

Vitoria, [date]

This Agreement is made and entered into on [date].

BETWEEN

TEMPO SPORT SERVICES SIGLO XXI, with head office in Vitoria – Gasteiz, Spain, located at Calle San Vicente de Paul 7 bajo, with Registered Number B-01531318 (hereinafter referred to as "**COMPANY**");

AND

North Dakota State University, with head office in Fargo, located at 1340 Administration Ave., Fargo, ND, 58102 with Registered number..... (hereinafter referred to as "**UNIVERSITY**");

WHEREAS:

- a) THE COMPANY is dedicated, among other activities, to promotion, management, administration, intervention and mediation, organization, sponsorship, communication, design, creation, installation of equipment necessary and development stages, competitions, events, conferences and services, sporty, on both national and foreign level.
- b) THE UNIVERSITY has a men's basketball team participating in The Summit League (NCAA) Div. I. The team comprises, among others, by the students-players, coaches and technical staff and companions (hereinafter all identified as components of the "**THE TEAM**").
- c) THE UNIVERSITY is interested in seeing THE TEAM travel to Puerto Rico in order to make a trip of sports and cultural activities during the period of time between the August 3 and August 10, 2019, (7 nights).
- d) THE UNIVERSITY being interested that THE COMPANY carry out all the steps and procedures related to travel, accommodation, organizing parties and stay of the components of THE TEAM since the arrival in Puerto Rico, both parties have reached an agreement to formalize through this document and in accordance with this Agreement.

NOW, THEREFORE, considering the mutual promises provided for in this Agreement, THE COMPANY and THE UNIVERSITY (the "**Parties**") execute this Agreement (hereinafter referred to as "**Agreement**") under the following articles;

PROVISIONS

FIRST. - Objective of the contract.

Through this agreement, THE COMPANY, agrees and undertakes with THE UNIVERSITY to carry out all related formalities, visits, meals, accommodation, organizing games for THE TEAM since the departure from USA to Puerto Rico and until arriving back to the USA.

SECOND. - Services rendered by THE COMPANY.

The specific services to be rendered by THE COMPANY under this contract are exhaustive and limited to, the following:

1. Transport and displacement of the components of THE TEAM in Puerto Rico, from arrival at the airport in Puerto Rico until departure from the airport in Puerto Rico.
2. Accommodations of the components of THE TEAM in [Rincon, Ponce, Fajardo and San Juan] in hotel with 3 stars, in single rooms for the Head Coach and double rooms for staff, students-players and guests.

Some hotels may request a deposit that must be paid on arrival, being repaid the day of departure, after finishing the test that nothing has been damaged. This precautionary measure can be carried out in some establishments charging by THE UNIVERSITY's Credit Card.

3. Three meals a day during the interior trip in buffet or menu.
4. Laundry, just for sports clothing used by students-players in games and training.
5. Two tickets for cultural visits of the components of THE TEAM in San Juan, visit to the national Park El Yunque and panoramic and guided tour in all the cities.
6. Three friendly games against teams of similar level.
7. Water and isotonic drink for student-players during the games.
8. A person who will be available for the components of THE TEAM full time (24h/7d) from arrival at the airport in Puerto Rico until the departure from the airport in Puerto Rico.

THIRD. - Services excluded.

The following services are expressly excluded from the steps and procedures to be performed by THE COMPANY, and expenses, supplies thereof shall be paid directly by THE UNIVERSITY or those of the components of THE TEAM that take place:

- Visas, airport taxes, and / or entry and exit rates, vaccination certificates,

- Medical services, whose use is subject to payment of the amount of service fees and prescribed medications and treatments.

- Any displacements or transportation required by members of THE TEAM other than those specifically included in the planning or itinerary that the representative of THE TEAM will be delivered. In the case of optional excursions or visits not booked at source, the same shall be governed by the terms and conditions agreed.

- Any "extra" purchases in hotels such as coffee, wine, spirits, special diets, candy, phone calls, television on demand, use of kitchen or spa, etc. To ensure the payment of these concepts, the hotels may request data from the bank card that will later pay those "extras".

- Tickets to events not agreed on the schedule or itinerary that the representative of THE TEAM will be delivered.

- In general, any service and / or activity not explicitly included in the terms of the article 2nd.

FOURTH. - Price to be paid by THE UNIVERSITY

In consideration of the services to be rendered by THE COMPANY, THE UNIVERSITY will pay a total of:

\$2,680.00 (USD) by person, for an 8 days and 7 nights stay for the agreed upon 24 members of the team (players and staff) making that a total of \$64,320 (USD).

This price of \$2,680.00 (USD) per person will remain the same for any direct family member (spouses, sons and daughters) of the coaching staff that wish to join the trip.

For friends, boosters and any other people the price will be \$3,600 (USD) by person.

Payment for the services shall be made in any case in US dollars, and the final price will be determined in accordance with the exchange rate between the euro and the US dollar the day the contract is signed, so possible future fluctuations in exchange rate will not be considered any longer.

THE UNIVERSITY must communicate with at least ninety (90) calendar days in advance, the following circumstances:

(i) the individualized list of the various classes.

(ii) the exact number and passport copy of people who will travel.

The final amount will be paid by THE UNIVERSITY by transfer to the account of the [REDACTED] opened in the name of THE COMPANY (TEMPO SPORTS SERVICES SIGLO XXI), according to the following payment attached in EXHIBIT I.

FIFTH. - Obligations and prohibitions of the components of THE TEAM.

5.1 Each and every one of the components of THE TEAM must carry an individual passport and / or other valid documents in any case in force for all countries included in the tour itinerary and visas entry and transit and health certificates that may be required.

To this end, each member of THE TEAM or, where applicable, its representative, must perform all reporting obligations required by the embassy to allow access to Puerto Rico and stay until the return to their country of origin.

5.2 It is strictly forbidden to the members of THE TEAM to carry weapons, ammunition, explosives, flammable, toxic or hazardous substances.

5.3 The use of any appliance or electrical heating equipment such as clothes irons, water heaters, kettles, pots and electric kettles, heaters, radiators etc. is strictly forbidden in the Hotel without the consent of the Hotel.

5.4 The members of THE TEAM must behave properly as not to endanger the safety of other members of THE TEAM, THE COMPANY and any others, and adopt the rules of prudence and diligence reasonably enforceable and comply with the provisions of THE COMPANY in the performance of their duties.

SIXTH. - Responsibility of THE COMPANY.

6.1 THE COMPANY will be liable to THE TEAM for the proper performance of the obligations under this Agreement, regardless of whether they are to be performed by himself or by any third parties contracted by him.

6.2 Notwithstanding Section 6.1, THE COMPANY will not be liable for any breach of its obligations under this Agreement that:

- a) Are attributable to a member of THE TEAM;
- b) Is attributable to a third party outside the provision of benefits under the contract, which is unforeseeable or unavoidable, such as delays of airlines or railways;
- c) Is produced by an act of God, in which the consequences were unavoidable despite having acted with due diligence.

In the aforementioned scenarios of exclusion of responsibility, THE COMPANY will provide, however necessary assistance to all the members of THE TEAM to the best of its abilities and possibilities.

6.3 In any case, the members of THE TEAM are required to take appropriate and reasonable measures to try to reduce damage resulting from non-performance or poor performance of the contract or to prevent the worsening of the situation.

6.4 THE COMPANY may not, in any event, be held liable for any injuries suffer by the members of the Teams in any of the friendly basketball matches, as well as during the rest of the trip.

SEVENTH. - Claims.

In cases of breaches or defects in the execution of contracted services, the UNIVERSITY undertake to notify in writing to THE COMPANY as soon as possible ("in situ" or during the two days following the end of the trip).

THE COMPANY will examine, as soon as possible and in good faith, complaints submitted and will do everything possible to get prompt and equitable resolution. The period of limitation of actions to make claims under this contract shall be two years in accordance with the provisions of Article 164 of Legislative Royal Decree 1/2007 of 16 November.

EIGHTH. -Responsibility of the components of THE TEAM.

THE UNIVERSITY will be responsible for all damages caused by the members of the TEAM during their stay in Puerto Rico.

With express and special character, THE UNIVERSITY is directly and severally responsible, and disclaims all the responsibility to THE COMPANY, for damages that may occur to persons or property as a result of the activities carried out by the members of THE TEAM and will take over the payment of all expenses and compensation if payable as a result of the behavior of the members of THE TEAM, albeit diligent, with full indemnity for THE COMPANY.

To this end, THE UNIVERSITY is obligated to contract with an insurance agency and to cover the entire TEAM for Accident and Liability Insurance coverage, covering the THE TEAM during the entire trip of the foregoing before the scheduled arrival date in Puerto Rico. A copy of the insurance policy must be provided by THE TEAM to THE COMPANY prior to traveling.

NINTH. - Withdrawal and compensation.

THE UNIVERSITY may cancel the contracted services four month before the departure date, with a written notice to the COMPANY. Outdistancing the foregoing, the UNIVERSITY must pay to the COMPANY equivalent of 35% of the total amount provided in Article Forth of this agreement, in the concept of damages.

This Agreement is entered into by THE COMPANY and THE UNIVERSITY as two individual entities. The replacement and dismissal of any of their representatives may not be use as grounds to cancel and otherwise terminate this contract.

TENTH. - Provision.

If member of the TEAM is replaced by another person, the cost incurred by THE COMPANY for all the necessary arrangements to be made with the services providers will be charged to the UNIVERSITY.

Furthermore, where a new person decides to become part of the TEAM and contract the services stated herein, the Price shall be adjusted based on the costs of the services providers (flights, hotel, tours, etc.) at the time of the entry date. Likewise, the dollar/euro exchange rate of the entry date shall be applicable to the Price.

ELEVENTH. - Data Protection

THE UNIVERSITY and THE COMPANY will use the personal data to which it may have access due to rendering the services under this Agreement (the "Data") exclusively to execute the Services, and will not apply or use the Data for any purposes other than those set out in this Agreement and will not disclose it, not even for its preservation, to any third parties.

THE UNIVERSITY and THE COMPANY will adopt the technical and organizational measures that may be necessary to safeguard the Data's confidentiality and integrity, and will refrain from modifying, losing, handling or granting unauthorized access, for which the nature of the Data and risks to which it is subject will be considered.

The obligations established by the Parties in this Clause also apply to its employees, collaborators, whether internal or external, and subcontractors, it being understood that the Supplier will only be able to hire external collaborators with the other Party's express authorization.

Once the contractual obligations provided for in this Agreement are completed, the Data will be destroyed or returned to the other Party, along with any media or document containing any personal information handled.

TENTH. - Jurisdiction and venue of courts.

For the resolution of any disputes that may arise regarding the interpretation and / or execution of this agreement, the participants are expressly submitted to the jurisdiction and jurisdiction of the Spanish Courts and, in particular, of the city of Vitoria - Gasteiz.

In conformity testing and for the record, sign this document, in duplicate, in the place and date specified in the header.

Name responsible of the
North Dakota State University



Javier Ortiz de Zarate
Tempo Sport Services

